

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 13		
1. CONTRACT PURCH ORDER/AGREEMENT NO. W56HZV-04-P-1137			2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) 2004JUL28		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DOA4			
6. ISSUED BY TACOM WARREN AMSTA-AQ-ALDB CLETUS NWALOZIE (586)574-5830 WARREN, MICHIGAN 48397-5000 EMAIL: NWALOZIC@TACOM.ARMY.MIL HTTP://CONTRACTING.TACOM.ARMY.MIL			CODE W56HZV		7. ADMINISTERED BY (If other than 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMABE-GJD WARREN, MI 48397-5000 SCD: C PAS: NONE ADP PT: HQ0337			CODE S2305A		8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)		
9. CONTRACTOR ULTIMATE SUPPORT AND SERVICES LLC 6995 DA COSTA NAME AND ADDRESS DEARBORN, MI. 48127-2535 TYPE BUSINESS: Domestic Firm Performing Outside U.S.			CODE 1T2X7		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE			11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED		
12. DISCOUNT TERMS			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15									
14. SHIP TO SEE SCHEDULE			CODE		15. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266				CODE HQ0337		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2	
16. TYPE OF ORDER DELIVERY/CALL PURCHASE X THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT. Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____. furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.												
<div style="display: flex; justify-content: space-between;"> <div>NAME OF CONTRACTOR</div> <div>SIGNATURE</div> <div>TYPED NAME AND TITLE</div> <div>DATE SIGNED (YYYYMMDD)</div> </div> <div style="margin-top: 5px;"> <input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: </div>												
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE												
FMS REQUIREMENT												
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICE			20. QUANTITY ORDERED/ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT		
		SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Service Contracts										
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA LORETTA BURSEY /SIGNED/ BURSEYL@TACOM.ARMY.MIL (586)574-8115 BY: CONTRACTING/ORDERING OFFICER					25. TOTAL \$99,985.00			
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED												
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP. NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		29. D.O. VOUCHER NO.		30. INITIALS			
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS			31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.									34. CHECK NUMBER			
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER							35. BILL OF LADING NO.			
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.		

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-P-1137 MOD/AMD	Page 2 of 13
Name of Offeror or Contractor: ULTIMATE SUPPORT AND SERVICES LLC		

SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987)of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

Name of Offeror or Contractor: ULTIMATE SUPPORT AND SERVICES LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AA	<div><div><div>RSLF SUPPORT</div><div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: CONTRACTOR SUPPORT PRON: J518C525EH PRON AMD: 01 ACRN: AA AMS CD: VNA068 CUSTOMER ORDER NO: J51VNA068EHSR FMS CASE IDENTIFIER: SR-B-VNA</div><div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div><div>Deliveries or Performance DLVR SCH </div></div></div>				

Name of Offeror or Contractor: ULTIMATE SUPPORT AND SERVICES LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<div><div>RSLF SUPPORT</div><div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: CONTRACTOR SUPPORT PRON: J518C525EH PRON AMD: 01 ACRN: AA AMS CD: VNA068 CUSTOMER ORDER NO: J51VNA068EHSR FMS CASE IDENTIFIER: SR-B-VNA</div><div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div><div>Deliveries or Performance DLVR SCH PERFORM PL REL CD QUANTITY DATE 001 0 30-SEP-2004</div><div>\$ 15,103.00</div><div>FOB POINT FOR ALL SERVICES IS: DESTINATION</div><div>(End of narrative F001)</div></div>				\$ 15,103.00

Name of Offeror or Contractor: ULTIMATE SUPPORT AND SERVICES LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0001AC	<div><div><div>RSLF SUPPORT</div><div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: CONTRACTOR SUPPORT PRON: J518C525EH PRON AMD: 01 ACRN: AA AMS CD: VNA068 CUSTOMER ORDER NO: J51VNA068EHSR FMS CASE IDENTIFIER: SR-B-VNA</div><div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div><div>Deliveries or Performance DLVR SCH PERF COMPL <table><tr><td>REL CD</td><td>QUANTITY</td><td>DATE</td></tr><tr><td>001</td><td>0</td><td>31-OCT-2004</td></tr></table><div>\$ 12,790.00</div></div></div></div>	REL CD	QUANTITY	DATE	001	0	31-OCT-2004				\$ 12,790.00
REL CD	QUANTITY	DATE									
001	0	31-OCT-2004									
	<div>FOB POINT FOR ALL SERVICES IS: DESTINATION</div> <div>(End of narrative F001)</div>										

Name of Offeror or Contractor: ULTIMATE SUPPORT AND SERVICES LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	<div><div><div>RSLF SUPPORT</div><div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: CONTRACTOR SUPPORT PRON: J518C525EH PRON AMD: 01 ACRN: AA AMS CD: VNA068 CUSTOMER ORDER NO: J51VNA068EHSR FMS CASE IDENTIFIER: SR-B-VNA</div><div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div><div>Deliveries or Performance DLVR SCH PERF COMPL <div><div>REL CD</div><div>QUANTITY</div><div>DATE</div></div><div><div>001</div><div>0</div><div>30-NOV-2004</div></div></div><div>\$14,885.00</div></div></div>				\$14,885.00

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-P-1137 MOD/AMD	Page 7 of 13
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Name of Offeror or Contractor: ULTIMATE SUPPORT AND SERVICES LLC

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
SECTION C Scope of Work

- C.1. Introduction: This Scope of Work (SOW) is in support of the Royal Saudi Land Forces (RSLF) Ordnance Corps, M113 Modernization and Upgrade Program, Infantry Corps and the U.S. Army Program Manager for Royal Saudi Land Forces Modernization (U.S. Army PM) located in Warren, Michigan. The period of performance is 01 Aug 2004 through 31 July 2005.
- C.2 Scope
- C.2.1 The contractor will provide services and support for the RSLF and U.S. Army PM as follows:
- C.2.1.1 Advise the RSLF with regard to the rules, regulations, policies, and procedures relating to the U.S. Foreign Military Sales (FMS) Program; and the scope and terms and conditions of current or proposed Letters of Offer and Acceptance (LOAs).
- C.2.1.2 Provide the RSLF and U.S. Army PM with Foreign Military Sales (FMS) Program support.
- C.2.1.3 Provide technical, financial, contractual, procurement support for RSLF, Ordnance Corps and U.S. Army PM Office.
- C.2.1.4 Provide intensive coordination between the RSLF and, U.S. Army PM, U.S. Government Contractors, United States Military Training Mission (USMTM), TACOM Procurement Contracting Officer (PCO) and RSLF Saudi military officials.
- C.3 RSLF M113 Modernization Program Financial Management Advisor:
- C.3.1 The contractor shall provide financial management services and support for the appointed RSLF program officers budget expenditures as follows:
- C.3.1.1 Support execution of the annual budget and procurement plan for FMS funds as directed by the appointed RSLF program officers.
- C.3.1.2 Monitor and update the budget and procurement plans for FMS funds as required to ensure consistency with RSLF program requirements and contingencies.
- C.3.1.3 Assist the RSLF in defining future requirements and developing Letters of Request (LORs), new Letters of Offer and Acceptance (LOAs) or Amendments to existing LOAs.
- C.3.1.4 Track the current status of the RSLF M113 Modernization and Upgrade Program requirements, associated LORs, LOAs, Amendments and, Modifications as well as pending actions and responsibilities.
- C.3.1.5 Manage FMS funds as they are obligated on this contract in order to provide administrative support to RSLF Ordnance Corps Command.
- C.3.1.6 Monitor the RSLF calendar year (CY) FMS case disbursement budget to ensure consistency with USMTM positions and RSLF program requirements, contingencies and overall needs.
- C.3.1.7 Provide escort duty to the RSLF Ordnance Corps Command during official visits to the U.S. Government Installations and contractor facilities in CONUS and OCONUS.
- C.4 Support to U.S. Army Program Manager
- C.4.1 The contractor shall provide FMS Program analyst support to the U.S. Army PM, located in Warren, Michigan and any of its subordinate offices.
- C.4.1.1 Provide support to the U.S. Army PM, as required, with development of the annual budget.
- C.4.1.2 Assist the U.S. Army PM, as requested, regarding issues pertaining to the program and accomplishment of program objectives.
- C.4.1.3 Support preparation of program and budget reviews as required by the U.S. Army PM.
- C.4.1.4 Conduct periodic comprehensive Program Status Reviews, teleconferences, and other meetings as required with U.S. Army PM to identify problems and resolve open issues.
- C.4.1.5 Provide support, assistance and advice to any U.S. Army PM staff who are visiting the kingdom.
- C.4.1.6 Monitor all official correspondences between the U.S. Army PM, and the RSLF, Ordnance Corps M113 Program and the Infantry Corps

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 8 of 13
	PIIN/SIIN W56HZV-04-P-1137	MOD/AMD	
Name of Offeror or Contractor: ULTIMATE SUPPORT AND SERVICES LLC			

- C.5 RSLF, Infantry Corps Programs Advisor:
- C.5.1 The contractor shall provide FMS programs support to Infantry Corps as required by Infantry Corps Commander.

*** END OF NARRATIVE C 001 ***

INSPECTION AND ACCEPTANCE			
2	52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG/1996

DELIVERIES OR PERFORMANCE			
3	52.242-15	STOP-WORK ORDER	AUG/1989
4	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
5	52.247-34	F.O.B. DESTINATION	NOV/1991

- F.3 Period of Performance:
- F.3.1 All work under CLIN 0001AA through 0001AD shall be performed from 1 August 2004 and continue through 30 November 2004.

*** END OF NARRATIVE F 001 ***

Name of Offeror or Contractor: ULTIMATE SUPPORT AND SERVICES LLC

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/	OBLG	JOB	ORDER	ACCOUNTING	OBLIGATED
ITEM	MIPR	ACRN STAT	ACCOUNTING CLASSIFICATION	NUMBER	STATION	AMOUNT
0001AA	J518C525EH VNA068 J51VNVA068EHSR	AA 1	9711 X8242SRO1X6D1000VNA 0682512SRS20113	1FMJMG	W56HZV \$	57,207.00
0001AB	J518C525EH VNA068 J51VNVA068EHSR	AA 1	9711 X8242SRO1X6D1000VNA 0682512SRS20113	1FMJMG	W56HZV \$	15,103.00
0001AC	J518C525EH VNA068 J51VNVA068EHSR	AA 1	9711 X8242SRO1X6D1000VNA 0682512SRS20113	1FMJMG	W56HZV \$	12,790.00
0001AD	J518C525EH VNA068 J51VNVA068EHSR	AA 1	9711 X8242SRO1X6D1000VNA 0682512SRS20113	1FMJMG	W56HZV \$	14,885.00
					TOTAL \$	99,985.00

SERVICE				ACCOUNTING	OBLIGATED
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>		<u>STATION</u>	<u>AMOUNT</u>
Army	AA	9711 X8242SRO1X6D1000VNA 0682512SRS20113		W56HZV	\$ 99,985.00
				TOTAL	\$ 99,985.00

6	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
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(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G.2 Payment Schedule:

G.2.1 The contractor shall be paid in accordance with the following payment schedule for CLIN 0001 regardless of the actual cost incurred:

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>DURATION</u>	<u>PRICE</u>	<u>TOTAL PRICE</u>
				\$ 99,985.00
0001AA	PROGRAM ANALYST			
	Deploy to Riyadh, Saudi Arabia, provide Analyst,technical, financial contractual, procurement support to RSLF Ordnance Corps and U.S. Army PM Office. Reference PWS C.2.1, C.3.1, C.4.1, and C.5.1.	from Aug 01, 2004 to Aug 31, 2004	\$ 57,207.00	
0001AB	Coordinate directly with the RSLF Ordnance Corps M113 PM, and U.S.Army PM to support technical financial,	from Sep 01, 2004 to Sep 30, 2004	\$ 15,103.00	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-P-1137 MOD/AMD	Page 10 of 13
Name of Offeror or Contractor: ULTIMATE SUPPORT AND SERVICES LLC		

contractual, and procurement in Kingdom.
Reference SOW C.2.1, C.2.1.2, C.3.1, C.3.1.1,
C.3.1.2, C.4.1, and C.4.1.3.

0001AC	Continue to provide Analyst support to the RSLF Ordnance Corps M113 PM and U.S.Army PM and U.S. Army PM Office. Advise/Assist the Ordnance Corps M113 PM in the technical consultation to assure accomplishment of Program objectives. Reference SOW C.2.1,C.3.1, C.3.1.1, C.3.15,C.4.1,C.4.1.2, C.4.1.4, and C.4.1.6.	from Oct 01, 2004 \$ 12,790.00 to Oct 31, 2004
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0001AD	Continue to provide Analyst/Administrative Support to the RSLF Ordnance Corps M113 PM Office. Advise/Assist the Ordnance Corps M113 PM in the technical,financial, contractual consultation to assure accomplishment of program objectives. Reference SOW C.2.1,C.2.1.3, C.2.1.4, C.3.1,C.3.1.1,C.3.1.2, C.3.1.3, C.4.1, C.4.1.2, C.4.1.4, and C.4.1.6.	from Nov 01, 2004 \$ 14,885.00 to Nov 30, 2004
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*** END OF NARRATIVE G 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-P-1137 MOD/AMD	Page 11 of 13
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Name of Offeror or Contractor: ULTIMATE SUPPORT AND SERVICES LLC

SPECIAL CONTRACT REQUIREMENTS

7	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	APR/2003
8	252.225-7027	RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES	APR/2003

a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to--

- (1) A bona fide employee of the Contractor; or
- (2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

- (1) For sales to the Government(s) of Saudi Arabia, contingent fees in any amount.
- (2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

[End of Clause]

9	252.225-7043	ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES	JUN/1998
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(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is-

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA (DAMO-ODL)/ODCSOP; telephone, DSN 225-8491 or commercial (703) 695-8491. For additional information: Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD(SOLIC); telephone, DSN 255-0044 or commercial (703) 695-0044.

[End of Clause]

10	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	JUN/2004
11	52.246-4026 (TACOM)	LOCAL ADDRESSES FOR DD FORM 250	JAN/2002

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-P-1137 MOD/AMD	Page 12 of 13
Name of Offeror or Contractor: ULTIMATE SUPPORT AND SERVICES LLC		

addresses given below, using either of the following methods:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil
 - (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.
- In either method, do not mix DD250s from more than one contract in a single transmsmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.
- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
- (c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

SPECIAL CONTRACT REQUIREMENTS

SECTION H - SPECIAL PROVISIONS

H.1 ADVERSE CONDITIONS

H.1.1 In the event the U.S. Government determines that, due to war, armed conflict, insurrection, civil war or military strife, or other adverse conditions, the safety, health, or welfare of the U.S. Government and contractor personnel is threatened, the Government shall be responsible for any additional costs incurred to retain such personnel or secure replacement thereof, as applicable, subject to bilateral agreement by the parties and funding by the KSA to cover such costs. In lieu of retention or replacement, the U.S. Government may elect to terminate the services being provided by those personnel. Whether to retain, replace, or terminate services of such personnel under the forgoing circumstances shall be within the sole discretion of the U.S. Government. In the event the contractor suspends performance of the order on its own initiative without the approval of the U.S. Government, the Government shall consider whether the contractor's action under the circumstances qualify as an excusable delay.

H.2 REIMBURSEMENT OF CERTAIN COSTS

H.2.1 Transportation Allowance (Fuel/Maintenance/Insurance) During the negotiations, payments for this cost was based on five (5) month's payment in lieu of four (4) months period of performance. The reason for this payment is to assist the contractor defray insurance cost. In the event this effort is not extended, the contractor will refund \$585.00 plus profit to the Government.

H.2.2 Hardship Allowance: During the negotiations, payments for this cost was based on five (5) month's payment in lieu of four (4) months period of performance. The reason for this payment is to assist the contractor defray upfront cost. In the event this effort is not extended, the contractor will refund \$1,446.00 plus profit to the Government.

*** END OF NARRATIVE H 001 ***

CONTRACT CLAUSES

12	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
13	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
14	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
15	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
16	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
17	52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS	JAN/1991
18	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR/1984
19	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
20	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
21	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-P-1137 MOD/AMD	Page 13 of 13
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Name of Offeror or Contractor: ULTIMATE SUPPORT AND SERVICES LLC

submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

22	52.225-4000 (TACOM)	VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES	APR/2000
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At least 10 days prior to the first shipment of supplies under this order, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this order.

[End of Clause]